Bruhat Bengaluru Mahanagara Palike

Office of the Executive Engineer,
Road Infrastructure – White topping Division,
Room No. 106, 1st Floor, Annexe Building – 3, N.R. Square,
Bengaluru – 560002, Email: bbmpeeriwhitetopping@gmail.com.

TENDER FOR THE WORK OF

"Construction of Compound Wall to defence land including consortium coil barbed wire fencing from Lower Agaram Road to Koramangala Inner Ring Road – Package - 3''.

Amount Put to Tender: 694.00 Lakhs (Excluding GST)

Tender Notification
(Through GOK, http://kppp.karnataka.gov.in only)

TENDER REFERENCE No	:	EE/RI/W-topping/TEND/02/2024-25 Dated: 27.09.2024
TENDER DOCUMENT CAN BE DOWNLOADED FROM KPPP PORTAL FROM	:	30.09.2024 17.30 hours onwards
PRE BID MEETING	:	04.10.2024 16.00 hours
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	15.10.2024 16.00 hours
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	16.10.2024 16.30 hours
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated after obtaining approval for Technical Evaluation
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer Road Infrastructure – White topping Division, Room No. 106, 1st Floor, Annexe Building – 3, N.R. Square, Bengaluru – 560002, Email:

		bbmpeeriwhitetopping@gmail.com.

Contents

Section No.	Description	Page
1	Invitation for Tenders (IFT)	3-5
2	Instructions to Tenderers (ITT)	6-18
3	Qualification Information and Bankers Certificate	19-21
4	Power of Attorney for Signing of Application, Affidavit, Undertaking	22-24
5	Form of Tender, Letter of Acceptance, Notice to Proceed with the Work And Agreement Form	25-28
6	Conditions of Contract (CC)	29-52
7	Contract Data	53-55
8	Specifications	56
9	Drawings	57
10	Bill of Quantities (BOQ)	58-61
11	Format of Bank Guarantee for Security Deposit	62
12	Format of Bank Guarantee / E Guarantee for EMD	63

BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Road Infrastructure – White topping Division,
Room No. 106,
1st Floor, Annexe Building – 3, N.R. Square, Bengaluru – 560002,
Email: bbmpeeriwhitetopping@gmail.com.

No. EE/RI/W-topping /TEND/02/2024-25 Dated: 27.09.2024

Tender Notification
INVITATION FOR TENDER (IFT)

(Through **GOK e–Procurement Portal** only)
(Two Cover System)

The Executive Engineer, RI- Whitetopping Division, BBMP, Bengaluru invites tenders from eligible Contractors registered in Bruhat Bengaluru Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES / National Highway or any State Government Organizations for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (https://eproc.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract (Standard Tender Document – KW-4 and KTPP Act shall be followed).

1. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document any errors in the EMD shall be liable for rejection and shall have to be valid for 45 days beyond the validity of the tender.
2. Tenders must be submitted online through e-procurement portal on or before **16.00** hours on
   15.10.2024 and the opening of tenders will be as per the e-procurement portal guidelines.
3. Tender documents and other information can be downloaded in the e Procurement portal from **30.09.2024 @ 17.30 hours onwards.**

4. Other details can be seen in the tender documents.

Sl. No	Name of the Work	Amount put to tender (in lakhs)	EMD (in Rs.)	Cost of Tender Document	Period of Completion
1.	Construction of Compound Wall to defence land including consortium coil barbed wire fencing from Lower Agaram Road to Koramangala Inner Ring Road – Package - 3	**694.00** (Excluding GST)	**Rs. 10.41 Lakhs** (Rupees 1.00 Lakh through kppp portal, balance **Rs. 9.41** Lakhs in the form of Bank Guarantee / e- Bank Guarantee)	As per kppp Portal	11 Months (Including Monsoon)

Following shall be the calendar of events for Tendering:

Availability of Tender documents	:	30.09.2024 17.30 hours onwards
Pre bid meeting	:	04.10.2024 16.00 hours
Last Date & Time for receipt of tenders	:	15.10.2024 16.00 hours
Date & Time for Opening of Technical Bid	:	16.10.2024 16.30 hours
Date & Time for Opening of Financial Bid	:	Will be intimated after obtaining approval for Technical Evaluation

Note:

A. The bid must be submitted in the electronic tendering system only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.

Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issuing LOA to the successful bidder.

B. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should have clarity). IT returns and its year wise abstract should be certified by Chartered Accountant.

C. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

D. The financial bid is to be read, for the purpose of pricing, in continuation with the instructions to tenderers, conditions of contract, scope of work, design criteria, specifications, drawings and all other components are parts of the tender document.

E. A successful bidder will have to execute an agreement with Executive Engineer, RI – White topping Division, BBMP Bengaluru within 3 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue or work order, failing in such cases the performance security will forfeited which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

F. The Bruhat Bengaluru Mahanagara Palike, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.

G. Corrigendum's / modifications / corrections, if any, will be published in the eProcurement website only.

H. Further details of the work of the tender can be obtained in the office of the Executive Engineer, Road Infrastructure-Whitetopping Division, Room No. 106, 1st Floor, Annexe Building – 3, N.R. Square, Bengaluru – 560002 on all working days.

GOK e-Procurement portal http://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 – 46010000, 6894877.

I. All drawings uploaded in the GOK kpp portal is tender purpose only mentioned elsewhere in the drawing/tender documents as final and approved must be considered as tender purpose only.

Sd/-
Executive Engineer
RI – Whitetopping Division
Bruhat Bangalore Mahanagara Palike

Copy Submitted for kind information to the:

1. Personnel Secretary Hon'ble Administrator to bring into the notice of Hon'ble Administrator.
2. Special Commissioner (Projects)/ Additional Commissioner (Projects), BBMP.
3. Engineer – in Chief BBMP for kind information.
4. Joint Commissioner East Zone for kind information.
5. Chief Engineer RI for kind information.
6. Superintending Engineer, Road Infrastructure for kind information.
7. The CAO / Chief Auditor for kind information.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level.
10. Notice board
11. Office Copy.

Sd/-

Executive Engineer
RI- Whitetopping Division
Bruhat Bangalore Mahanagara
Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses **Page No.**

A. General
1. Scope of Tender 7
2. Eligible Tenderers 7
3. Qualification of the Tenderer 7-9
14. One Tender per Tenderer 10
5. Cost of Tendering 10
6. Site Visit 10

B. Tender Documents
27. Content of Tender Documents 10
3 8. Clarification of Tender Document 10-11
4 9. Amendment of Tender Documents 11
5

C. Preparation of Tenders
10. Documents Comprising the Tender 11

11. Tender Prices 11-12
12. Tender Validity 12
13. Earnest Money Deposit 12-13
14. Format and Signing of Tender 14

D. Submission of Tenders

15. Sealing and Marking of Tenders 14
16. Deadline for Submission of Tenders 14-15
17. Late Tenders 15
18. Modification and Withdrawal of Tenders 15

E. Tender Opening and Evaluation

19. Opening of First Cover of All Tenders and Evaluation to Determine Qualified Tenderers 15
20. Opening of Second Cover Tenders of Qualified Tenders and Evaluation 15
21. Process to be Confidential 15
22. Clarification of Tenders 16
23. Examination of Tenders and Determination of Responsiveness 16
24. Correction of Errors 16
25. Evaluation and Comparison of Tenders 16-17

F. Award of Contract

26. Award Criteria 17
27. Employer's Right to accept any Tender and to reject any or all 17
28. Notification of Award and Signing of Agreement 17-18
29. Performance Security 18
30. Advance Payment 18
31. Corrupt or Fraudulent Practices 18

A. General

1. Scope of Tender

The Executive Engineer, RI-White topping Division, on behalf of the Commissioner BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works of Road Infrastructure – White topping Division, Room No. 106, 1st Floor, Annexe Building – 3, N.R. Square, Bengaluru – 560002, The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 Tenders from Joint ventures are not acceptable.

2.3 Bidders of certain countries are restricted on Public Procurement and refer proceedings of the

Government of Karnataka order No FD 455 Exp - 12 2020 Bengaluru dated 1/4/2023 is annexed at last in the Tender document.

3. **Qualification of the Tenderer:**

3.1 All Tenderers shall provide the requested information accurately and sufficient details in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2019-2020 to 2023-24).

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs. 1388.00 lakhs** in at least two financial years. The tenderer should submit certificates to confirm the Annual turnover. The certificate should be duly certified by the Registered Chartered Accountant in the turnover certificate. The value of the Turnover shall be given a weightage as per standard practice per year to bring them to the price level of the FY in which the tenders are invited). Turnover certificate shall be same as shown in the audited Balance Sheet.

(b) Satisfactorily completed at least 50% of the contract value as a prime contractor in similar nature of single work value not less than **Rs. 347.00 lakhs** of the tender value. Similar nature of work means the contractor should have completed at least 90% of the contract value the work related to construction of RCC Compound Wall / RCC Retaining Wall at least for a length not less than 2.14 Km in any state of India in urban limit. The intending bidder should submit completion certificate / work done certificate along with the contract certificate copies related to the work certified by the Engineer not less than the rank of Executive Engineer. The value of the completed works shall be given a weightage of 10% per year to bring them to the price level of the FY in which the tenders are invited.

(c) The intending tenderer should submit work done certificate for the following nature of work executed in any one financial year in the last five years, the following minimum quantities of work: (usually 80% of the peak annual rate of construction).

Sl. No	Description	Unit	Quantity
1	Earth work Excavation / Embankment	Cum	3608
2	Concrete of all grades	Cum	2577
3	TMT Steel	T	171

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing electrical works and should have executed similar electrical works not less than 50% of the electrical works in any one year from last 5 year i.e. 2019-20 to 2023-24 - **Deleted**

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/specified key & critical equipment for this work & the remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (commitment agreement etc.,) for availability for this work are furnished:

Sl. No	Machinery	Owned	Hired / leased	Total Requirement
1	JCB	1	1	2
2	Tipper	2	2	4
3	Hitachi	2	2	4
4	Tractor	-	2	2
5	Water Tanker	2	2	4
6	Transit Mixer	1	1	2
7	Pin Vibrator	5	-	5
8	Centering Material	5000 sqm	5000 sqm	10000 Sqm
9	Crane 10 Tonne Capacity	-	2	2

Note: For hiring the bidders must produce Memorandum of Understanding (MOU)/ Agreement for hiring the Machineries with the Owner of equipment along with ownership and proof of document for own machineries shall be submitted.

(b). Liquid assets and /or availability of credit facilities of no less than **Rs. 3.11 Cr** (Credit lines / letter of credit / certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period).

(c) In case of death of Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.3.1 Tenderer shall:

a) Be registered with BBMP /BDA/ NHAI/ PWD/ CPWD or other Central / State agency, as required by law to perform his obligations under this contract;

b) Conduct a reasonable background check of the personnel employed by the Tenderer to execute the Works; and

c) Personnel employed by the Tenderer for the Works shall have requisite technical, financial or managerial qualifications along with necessary professional licenses.

3.4 To qualify for a package of contracts made up of more than one item of the Works set out in the table in IFT, the Tenderer must also demonstrate having experience and resources to meet the aggregate of the qualifying criteria or have MOU with original Manufacturers having the requisite qualification for the individual contracts.

3.5 Experience and resources of sub-contractors of Tenderer shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except for other allied technical work such as electrical works and plumbing works. In such a case, sub-contractors shall comply with Clause 3.2 (b) and Clause 3.3 of ITT.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if the available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 – B)
Where,

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress (updated to FY 2022-2023 price level)

N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at FY 2023-2024 price level, of existing commitments and on-going works to be completed during the next 12months (period of completion of the works for which tenders are invited – excluding monsoon period)

Note: - The statements showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Tenderers shall be immediately disqualified if they are found to have any or all of the below:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

- record of poor performance such as, but not limited to, abandoning the works, not properly completing the contract, inordinate delays in completion;
- litigation history;
- financial failures;
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 deleted

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit

6.1 The Tenderer or a representative of the Tenderer, at the expense, risk and responsibility of the Tenderer, must make a physical visit to and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.

B. Tender documents

7. Content of Tender documents

7.1 Tender documents shall have all the Sections given under 'Contents of Tender Document' in this document.

8. Clarification of Tender Documents

8.1 A prospective Tenderer requiring any clarification with respect to the tender documents may notify the Employer in writing or by cable (hereinafter "Cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification that he receives 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source. Pre-tender meeting:

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting that will take place at the office of Chief Engineer, Road Infrastructure / Engineer in Chief, No. 108, Annex - 2 Building, 1st Floor, N.R. Square, Bengaluru – 560002 on the date as mentioned in the tender document.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in sub-clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda and notifying the same to all purchasers of the tender documents.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal that Tenderers should download.

4.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on-line through e-procurement portal, in accordance with sub-clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers/folders and shall contain the documents as follows:

10.1.1 First Cover:/Folder (Only online)

a) EMD; on-line payment through e-Procurement platform;
b) Qualification Information as per formats given in Section 3;
c) Tender transaction fee. Online payment through e-Procurement platform;
d) General eligibility criteria;
e) Document / evidence required from the tenderer.

10.1.2 Second Cover: (Only online)

a) The Tender (in the format indicated in Section 4(I))
b) Priced Bill of Quantities (as per formats given in Section 9); online through e-procurement portal; and
c) Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4(I), 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole Works as described in sub-clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the tender.

11.3 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause40 of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for **180** days after the deadline date for tender submission specified in Clause 16. Any tender valid for a shorter period shall be treated by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's response shall be made in writing or by written electronic communication. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish Earnest Money Deposit (EMD), as part of the tender and Earnest

Money Deposit (EMD) shall be paid in any of the format given below.

- Credit Card / Debit Card.
- National Electronic Fund Transfer through NEFT / RTGS.
- Over the Counter (OTC).
- Net Banking.

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid

as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 Tenderer shall submit EMD of Rs.1,00,000.00 (Rupees One Lakh only) through kppp portal and balance payment of **Rs. 9.41 lakhs** (Rupees Nine Lakh Forty One Thousand only) in the formant of unconditional and irrevocable Bank Guarantee (BG) issued by any of the nationalized / scheduled Bank of India mentioning first party as Bank Second part as Bidder addressing to tender inviting authority or chief commissioner in the prescribed format mentioning the validity of tender as per tender clause. The original hard copy of Bank Guarantee and letter of credit line certificate must be submitted on or before last date of bid submission.

13.3 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.4 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.7 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or

c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in e-procurement portal.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below**.**

1. Content sheet with name of folder / file, No of pages in each folder / file and size of the folder/file.

FIRST COVER /FOLDER (TECHNICAL PART)

15.1 As per Section 3 – Qualification information.

a. Qualification information summary sheets.

b. Affidavit as per the format attached in qualification information.

c. Brief description of tenderer with the details of contact person for communication with BBMP.

d. Attested copy of Registration certificate of the contractor.

e. EMD as specified in the Table of I TT in the document.

f. Power of attorney for signing the tender as per the format attached in qualification information.

g. Work performed & quantity executed as per Table 1 & 2 with supporting certificates from client for the claims mentioned in tables 1 & 2 of qualification information.

h. Tables 3 A & 3 B of qualification information with supporting certificate from client &calculation sheet for available tender capacity.

i. Availability of machinery as per Table 4 of qualification information.

j. Experience & qualification of key persons as per Table 5 of qualification information.

k. Financial statement for past five F.Y, contains balance sheet, profit & loss, statement on cash on hand, liquid assets etc. from Charted Accountant.

l. Line of credit and details of tenderer's bank with reference as per format attached in qualification information.

m. Litigation history as per Table 7. of qualification information.

n. Method adopted for construction program, bar chart, quality assurance program as per clause 1.13 of qualification information.

SECOND COVER/FOLDER (FINANCIAL PART)

a. Form of tender as per section 4 (I) of tender document.
b. Priced Bill of Quantity.
c. Any other materials required to be completed and submitted by Tenderers in accordance with ITT.

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted on-line in the kpp portal of the Employer before the notified date and time.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online e-Procurement system, you shall not be able to submit the Tender after the Tender submission time and date as the icon or the task in the kpp portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tenderer has all the time to modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the e-Procurement portal. In e-procurement portal the Contractor has the option of withdrawing the Tender by digitally signing to withdraw/cancel Tender before the Tender submission time/date.

E. Tender opening and evaluation

19. Opening of First Cover/folder (Technical Part) of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 The Tenderers' names, the presence or absence of EMD (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 19.2.

19.4 The Employer will evaluate and determine whether each tender
(a) Meets the eligibility criteria defined in ITT Clause 2;

(b) Is accompanied by the required EMD as per stipulations in ITT Clause; and
© meets the minimum qualification criteria stipulated in ITT Clause 3.
The Employer will draw out a list of qualified Tenderers.

20. Opening of Second Cover / folder (Financial Part) of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of qualified Tenderers at the appointed time and date (as indicated in the

e-procurement portal) in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 The Employer shall prepare minutes of the Second Cover Tender opening.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 The Tenderer may modify the tender only before the last date for submission of the tender, as indicated on the e-procurement portal.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.3 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, Section 5, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.4 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract and/or effect pro rata deductions in the running bills so as to cover such amount that would be required to have the remaining work completed should the tenderer fail to complete the work due to acceptance of unbalanced tender .

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the Each evaluated Tender price, provided that such Tenderer has been determined to be

(a) Eligible in accordance with the provisions of Clause 2 of Section 2, and

(b) Qualified in accordance with the provisions of Clause 3 of Section 2.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers with an adequate explanation justifying such action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed under the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer is required to sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Security Deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an amount equivalent to 5**%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract for the Works.

- Cash.

- Banker's Cheque / Demand draft / Pay Order in favour of The Chief Commissioner,

BBMP, Bengaluru payable at Bengaluru.

- The Bank guarantee in the form given in Section 10.
- Specified small savings instruments pledged to EE RI-Whitetopping Division.

29.2 If the Security Deposit is provided by the successful Tenderer in the form of Bank guarantee, it shall be issued either by nationalized / scheduled Bank.

29.3 The Security Deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the successful Tenderer ("**Contractor**").

29.4 Failure of the successful Tenderer to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

30 Advance Payment

30.1 The Employer will provide an advance payment on the contract price as stipulated in Clause 42 of the Conditions of Contract, subject to the maximum amount as stated in the Section 6, Contract Data.

31. Corrupt or Fraudulent practices

31.1 The Government of Karnataka (GOK) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare any organization as ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Termination provision stated in Clause 50 of the Conditions of Contract.

SECTION 3 : QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of **civil engineering works** executed and payments received in the last five years (in Rs. Lakhs) 2019-20_____

2020-21_____
2021-22_____
2022-23_____
2023-24_____

11.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

2
3**TABLE 1**

Project Name	**Name Employer**	**Description of work**	**Contract No.**	**Date of Issue of work order**	**Value of Contract Rs. Lakhs**	**Specified period of completion**	**Actual date of completion**	**Remarks explaining reasons for delay in completion of work**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

TABLE 2

Year	Name of Work	Name of Employer	Quantity of work performed units	Remarks (Indicate contract reference)
2019-20				
2020-21				
2021-22				
2022-23				
2023-24				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

TABLE 3 (A)

Descr	**Place**	**Contract**	**Name and**	**Value of**	**Specifie**	**Value of**	**Anticipated**

iption of work	& State	No.& Date	Address of Employer	Contract Rs. Lakhs	d period of complet ion	works remaining to be complete d (Rs. Lakhs	date of completion
1	2	3	4	5	6	7	8

TABLE 3 (B) Works for which Tenders already submitted:

Descripti on of work	Place & State	Name and Address of Employer	Estimated value of work (Rs. Lakhs)	Specifie d period of complet ion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

TABLE 4

Item of work	Requirement		Owned	Owned & Available		Remarks
	No	Capacity		Number/ Capacity	Age/ Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract.

TABLE 5

Position Name Qualification	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position	No's Proposed

1.8.1 Bidder must submit CV's along with their qualification certificate counter signed by the head of the
Organization. CVs submitted without their qualification certificate is liable for rejection of the tender.

1.8.2 Tender shall submit the details in separate sheets for office and field staff.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may
Provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in Section 2. ITT sub-clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely **.....** is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. ..... lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank,

Senior Bank Manager,

Address: .....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price - **Deleted.**

1.12 Information on litigations in which the Tenderer is involved:
(Separate sheet should be added as per the table below)
(Attached (Yes/No)

TABLE 6

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
(Separate sheets should be added)
(Attached (Yes/No)

1.14 Additional Requirements.

Tenderer should provide any additional information required to fulfill the requirements of Clause 3.1 of the Instructions to the tenderers, if applicable.

(i) Affidavit as per the format given in qualification information (Attached (Yes/No)

(ii) Undertaking as per the format given qualification information. (Attached (Yes/No)

(iii) 2 LMV Car with drivers to be provided to respective site for the use of
department engineers daily till completion of work.

(iv) Contractor should provide safety equipment to all working labour, Should provide
Signage, Caution Boards, Barricade, Caution Taps. Etc... As per site condition.

Power of Attorney for signing of Application

(Refer Clause 1.1e of qualification Information)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ... son/daughter / wife of ..... and presently residing at ..... who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Qualification and submission of our tender for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in

exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

DAY OF.....

For

.....

(Signature, name, designation and address)

Witnesses:
1.

(Notarized)

2.
Accepted
(Signature)
(Name, Title and Address of the Attorney)
Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

AFFIDAVIT

(Refer Clause 1.14 of qualification Information)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this tender.

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)
Title of Officer
Name of Firm
DATE

UNDERTAKING

(Refer Clause 1.14 of qualification Information)

I, the undersigned do hereby undertake that our firm M/s_____ Agree to abide by this tender for a period 180 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE:

SECTION 4
FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

“Construction of Compound Wall to defence land including consortium coil barbed wire fencing from Lower Agaram Road to Koramangala Inner Ring Road – Package - 3’’.

To,
Office of the Executive Engineer,
Road Infrastructure – White topping Division,

Room No. 106, 1st Floor, Annexe Building – 3,
N.R. Square, Bengaluru – 560002,
Email:bbmpeeriwhitetopping@gmail.com.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of_____*[in figures]* (_____) *[in letters]*.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the Each or any Tender you receive.

The advance payment required is Rs. …….

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer:

Address:

Letter of Acceptance

(Letterhead paper of the Employer)

[date]

To:
_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of [Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency----------

Issue of Notice to proceed with the work

(Letterhead of the Employer)

..... (date)

To
……
…… (name and address of the Contractor)
Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ……. a Tender Price of Rs……., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____, between_____[name and address of Employer] (Hereinafter called "the Employer") of the one part and _____ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.
The Common Seal of _____ was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____ in the presence of Binding Signature of Employer_____
Binding Signature of Contractor_____

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A. General **Page No.**

1. Definitions 31-32
2. Interpretation 32
3. Law governing contract 32
4. Employers decisions 32
5. Delegation 32
6. Communications 32
7. Subcontracting 32
8. Other Contractors 32
9. Personnel 33
10. Employer's and Contractor's risks 33
11. Employer's risks 33
12. Contractor's risks 33
13. Insurance 33-34
14. Site Investigation Report 34
15. Query about Contract Data 34
16. Contractor to construct the Works 34
17. The Works to be completed by Intended Completion Date 34
18. Approvals by the Employer 34
19. Safety 34
20. Discoveries 34
21. Possession of the Site 34
22. Access to the Site 34
23. Instructions 34
24. Procedure for resolution of disputes 34

B. Time Control

25. Program 35
26. Extension of the Intended Completion Date 35
27. Delays ordered by the Employer 35
28. Management meetings 35

C. Quality Control

29. Identifying defects 35-36
30. Tests 36
31. Correction of defects 36
32. Uncorrected defects 36

D. Cost Control

33 Bill of Quantities (BOQ) 36
34 Variations 36-37
35. Payment for Variations 37
36. Submission of bills for payment 37
37 Payments 37-38

38. Compensation events 38
39. Tax 38
40 Price Adjustment 38-39
41. Liquidated damages 39
42. Advance Payments 39
43. Securities 40
44. Cost of repairs 40

E Finishing of Contract

45. Completion 40
46. Taking Over 40
47. Final account 40
48. As built drawings and/or Operating and Maintenance Manuals 40
49. Termination 40-41
50 Payment upon termination 41
51. Property 42
52. Release from performance 42

F Special Conditions of Contract 42-43

G Additional Clause 43-51

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Subcontracting is not allowed except for specialized work such as Water Supply, Sanitary and Electrical works as per requirement of clause 3.2 and 3.3 under Qualification of the Tenderer.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

The Employer is responsible for the excepted risks which are:

(a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.2.1 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.3 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.4 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

29.2 The Employer may appoint, mandate, outsource quality control to an independent agency or constitute a Committee of members on Quality Control (CQC). The CQC shall perform its duties as stated by the Employer at the time of appointment / formation.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D.Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer,

provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the works shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.2.1 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment: Price adjustment is not applicable in case the contract period exceeds with the valuable reason subjected to the approval by the competent authority the following shall be followed.

Price Adjustment: (Refer GOK Order No. FD 59 Pro. Cell 2004, Bangalore Dated 26th November 2004 AND Government order No. FD 3 PCL 2008, Bangalore, Dated: 21-11-2008) As per Government order No. FD 3 PCL 2008, Bangalore dated 21.11.2008; "If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50.00 Lakhs, star rates in respect of specified materials (Cement, Steel and Bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement" 40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended).

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days - **Deleted.**

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor - **Deleted.**

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a mis representation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the

several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations**:
During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**
The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).

(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India.

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

G. Additional Clause:

In the case of the death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

[Add other Clauses specific to the work for which tenders are invited.]

1. **Penalty for Delay:**
   a. After acceptance of the tender, the Employer / Authorized representative shall issue a written order to the successful Tenderer to commence the work. The Contractor shall enter upon or commence any portion of work only with the written authority and instructions of the Employer / Authorized representative. Without such instructions the Contractor shall have no claim to demand for measurements of or payment for, work done by him.

   b. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor. It shall be reckoned from the date of issue of work order to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with, with all due diligence (time being deemed to be the essence of the Contract on the part of the Contractor). To ensure good progress during the execution of the work, the Contractor shall be bound (in all cases in which the time allowed for any work exceeds one month) to comply with the time schedule according to the Programme of execution of the work as agreed upon and enclosed to the Contract.

      The Contractor shall make Work Scheduling in MS project and furnish planned monthly stipulated financial and physical progress for assessment of shortfall in the form of cash flow statements, PERT & CPM Charts.

   c. The progress of works shall be reviewed by the Authorized

representative / Engineer- in-charge and the PMC Consultants on regular basis with the Contractor based on the above Programme furnished by the contractor.

d. To the extent the shortfall is assessed, as due to the delay on the part of the Contractor a notice shall be issued to him by the Authorized representative / Engineer-in-charge to make up the shortfall in the succeeding month. If the shortfall is not made up before the next review of progress of work, the Contractor shall be liable to pay penalty as indicated below.

e. In respect of the shortfall in progress, assessed as due to the delay on the part of Contractor the Contractor shall be liable to pay as penalty an amount as specified in the contract data.

f. In the event of any of the above courses being adopted by the Authorized representative / Engineer-in-charge, the Contractor shall have no claim to

2. **Other conditions:**

a. Bidder shall ensure that all the documents required to qualify the tender shall
be same as name mentioned in the license copy any mismatch may lead to
rejection of the tender and if a company is merged with the other company or individual if any, the related such document along with order copy shall be submitted.

b. Bidder shall enter in to an agreement / MOU to submit their certificate and
License to qualify this tender with license holder of Water Supply and Electrical works and shall submit work done certificate as specified in the eligibility criteria duly signed by the not below the rank of Executive Engineer.

c. Bidder shall understand all aspects of this tender document and shall visit the
site to get familiar with the site condition and also study the available drawings and also understand the nature and impact of work like widening demolishing etc.

d. Contractor shall be responsible for all safety aspects pertaining to the work.

e. Contractor shall validate the Detailed Project Report (DPR) and its drawings
with estimates.

f. Contractor shall be responsible for preparation of all

working drawings and
submit the same to the tender inviting authority for approval.

g. Contractor shall be responsible for testing of all construction materials at the
NABL accredited laboratory and the testing report must be submitted to the
tender inviting authority for approval.

h. Contractor shall be responsible for establishing a site office at the center of
the project road and necessary arrangements like office furnitures and all
construction related documents such as a copy of DPR, Estimate, Drawings etc.

i. Contractor shall be responsible for recording day to day activities and a
register book must be followed and signature of contractor's representative, PMC and authority as and when visit the site to be recorded.

j. Contractor shall be responsible for storing necessary and required quantum of construction materials at site to avoid delay in construction.

k. Contractor shall be responsible for understanding the tender document and
Bill of Quantity (BOQ) during bidding and quoted amount shall only be considered if there is any mistakes found in the estimate, drawing, BOQ at the later stage.

l. Work in Hand and balance work calculated considered for bid capacity must
be counter signed by concerned department engineer filing which bid is liable for rejection.

m. Bidders must submit license copy, GST registration certificate, PAN
Registration Certificate, EPF registration certificate, ESI registration certificate to qualify for technical evaluation.

n. Bidder must submit Turnover Certificate with all supporting IT returns
document with acknowledgement to confirm the Turnover any miss match found between Turnover Certificate and IT returns documents may not be considered for technical evaluation.

3. **Possession of the Site**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

4. The Tender Documents uploaded in the Karnataka Public Procurement Portal,

Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

5. The Several Documents forming the Contract are to be taken as mutually

explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

6. In case of Discrepancy / Inconsistency between the Description in the Scope of

Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

7. The Right to carry out the Work either in Conformity with or in a Manner

entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

8. Any Error in Description or any Omissions there from, shall not vitiate the

Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

9. The Work shall not be subcontracted.

10. Time is the Essence of the Contract and it shall be clearly understood that the

Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

11. Within fifteen days from the Date of Signing the Agreement and before

Commencement of the Work, the Contractor shall submit the following Details / Documents to the Employer for his Approval.

a. Time and Progress Chart in direct relation to the Intended Completion Period along with Milestones as stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

b. Mapping of Existing Utilities:
The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer.

c. Topographical Survey shall be carried out and Topographical Survey Plan along with Levels and Sections (as per the MoRT&H Specifications) of the Project Roads mentioned under the Package shall be submitted both in Hard and Soft Copy by the Contractor.

d. Traffic Diversion Plan in accordance with the Traffic Department shall be
submitted for the Approval before Commencement of the Work.

e. After Approval of the Traffic Diversion Plan by the Concerned

Authorities, Notification and Diversion Display Boards of Dimensions 1.8m X 1.6m (at 2.8m height from the Ground Level) of minimum 8 Nos. in the Project Battery Limit shall be installed before Commencement of the Work by the Contractor.

f. The Contractor shall submit the required Mix Design Reports for Pavement Quality Concrete, Bituminous Materials and Concrete of other Grades before Commencement of the Work for the Approval of the Chief Engineer. Further, the Contractor shall submit necessary Quality Control Reports from the Manufactures / Third Party for other Materials before using the same in the Work.

12. The Contractor shall prepare and submit the Working Drawings / Good for Construction Drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before Commencement of the Work. The Employer will approve the Drawings within 10 Working Days from the Date of Submission of the Drawings by the Contractor On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

13. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

14. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

15. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

16. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

17. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

18. The Contractor shall make his own arrangement at his own Cost for the Provision

of Telephone Facilities at the Site of Works or at any other place.

19. No Accommodation is available at the Site of Work for Office, Residence, Labour,

Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

20. The Contractor shall make his own arrangement for the Disposal of the Spoils /

Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

21. The Electric and Water Connections to be obtained for use of the Work under the

Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned

Department at the Contractor’s Cost.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

22. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay Rs. 1000/- per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I) – 1966 Safety Code for Scaffolds and Ladders

ii. IS: 3696 (Part II) – 1966 Safety Code for Scaffolds and Ladders, Part II Ladders iii. IS: 3764 – 1966 Safety Code for Excavation Work

iv. IS 4081 – 1967 Safety Code for Blasting and Drilling Operations

v. IS: 4138 – 1977 Safety Code for Working in Compressed Air

vi. IS: 5121 Safety Code for Piling and other Deep Foundations

vii. IS: 5916 – 1970 Safety Code for Construction involving Use of Hot Bituminous Materials

viii. IS: 7293 – 1974 Safety Code for Working with Construction Machinery

ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials

x. Any other Code and / or as per directions of the Employer.

23. The Employer shall have Full Powers to send Workmen and

employ on the

Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

24. The Contractor shall conduct his Work so that not to interfere with or hinder the

Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor’s own Cost.

25. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements

and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

26. **Night Work**

For Completing the Work well within the Intended Completion Period, the

Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra

Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

27. No Work shall be covered or put out of View without the approval of the Employer

or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

28. The Execution of any Items of Work where any Incidental Work is actually

required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

29. No Payment will be made to the Contractor for Damage caused by Rains, or other

Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

30. The Contractor is required to submit Rates of all Items he has used to derive the

Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

31. The Contractor shall maintain in Good Condition all Work till the Completion of

entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid

directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

32. The Contractor will take all Necessary Measures for the Safety of Workers during

Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Un barricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Un barricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

33. The Contractor shall assume all Liabilities, Financial or otherwise in connection

with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site.

The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

34. At the time of Construction, the Contractor shall embed all Electrical / other

Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

35. For execution of any Items of Work where Incidental Works such as Bailing out

Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

36. Any Upgradation in Technology in terms of Construction Procedures /

Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

Annexure

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

11. Arbitration Centre, Bengaluru

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

- The Schedule of Operating and Maintenance Manuals. [4
- The Methodology and Program of Construction. [2
- Site Investigation Reports. [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.

[25]

The Employer is:

Name: The Commissioner [1.1]

Address: Office of the Executive Engineer,
Road Infrastructure – White topping Division, Room No. 106,
1st Floor, Annexe Building – 3, N.R. Square, Bengaluru – 560002,
Email: bbmpeeriwhitetopping@gmail.com.

Name of authorized Representative: Executive Engineer, RI - Whitetopping Division, BBMP

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **11 Months** with the following milestones - (The location of works shall be from the list of works, prioritized/identified by the Engineer in Charge. accordingly, the work Programme shall be prepared and got approved from the Authorized representative).

Mail stones	Work to be completed	Duration (Months)	Amount of Progress (Cr)	Percentage of Progress
Mail stone -1	Mobilization of Plant, Equipment, Site office. Labour Camp ,Studies / Investigations / Surveys Preparation/Finalization of Alignment, shifting of utility lines, dismantaling of damaged /broken utilities /planning of Materials/Construction works planning etc.,	1	0.348	5%
Mail stone-2	Site clearance, earth work, Completion of foundation below the Ground Level etc.,	3	2.086	30%
Mail stone-3	Copletion of Compound wall construction above the Ground level	3	2.084	30%
Mail stone-4	Wire fensing, fixing M S Angle etc.,	2	2.076	30%

Mail stone-5	Gate fixing,coiling fence,	1	0.208	3%
Mail stone-6	Completion of project in all respects including finishing works of Compound wall	1	0.138	2%
	Total Contract Period	11	6.940	100%

The Site Possession Date is: Immediately after issuing of work order. [21]

The Site is located at **East Zone BBMP,** and is defined in drawing enclosed. [1.1]

The Defects Liability Period is **2 Year from date of issue of Completion Certificate** [31]
Insurance requirements are as under: [13]

Sl. No	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs.20 lakhs covering minimum 4 persons
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment: Price adjustment is not applicable in case the contract period exceeds with the valuable reason subjected to the approval by the competent authority the following shall be followed.

The formulae for price Adjustment shall be as prescribed in Annexure -1 to the G.O. No. FD 59 PRO. Cell / 2004 dated 26-11-2004 and **Government Order No. FD 3 PCL 2008, Bangalore, Dated: 21-11-2008).**

Price Adjustment Formula; [40]

The liquidated damages for the whole of the works is ten percent of final contract price and that for the milestones are as under:

Amount in Rs	Contract Value in Rs		69400000	
Mail stone	**No of Days Delay assumed**	**Penalty/day Rs**	**Total Amount of Penalty**	**Max Penalty 10% of Contract Value**
M-1	5	69400	347000.001	6940000
M-2	25	69400	1735000	

M-3	25	69400	1735000	
M-4	15	69400	1041000	
M-5	15	69400	1041000	
M-6	15	69400	1041000	
Total	**100**		**6940000.02**	

The maximum amount of liquidated damages for the whole of the works [41] is ten percent of final contract price i.e. **Rs. 69,40,000/-**

The Advance Payments are: -

The amounts of the advance payment are: [42] Nature of Advance Amount (Rs.) Conditions to be fulfilled 1. Mobilization 5% of the Contract price on submission of un-conditional Bank Guarantee. (To be drawn before end of 20% of Contract period).

42.2 **Repayment of advance payment for mobilization:**

The advance payment shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 5% of the Contract Price or 12 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 10% percent of the amounts of all Interim Payment Certificates until such time as the Advance payment has been repaid, always provided that the Advance payment shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 2.

The date by which “as built” drawing (in appropriate scale) in 2 sets are required is within 30 days of issue of
certificate of completion of whole or section of the work as the case may be

“The date by which operating & maintenance manuals are required is within 30 days of issue of
certificate of completion of whole or section of the work as the case may be
[48]

The amount to be withheld for failing to supply “as built” drawings or supply of
Operation and Maintenance Manuals by the date required is
[48]

The following events shall also be fundamental breach of the contract:
[49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer’s
Additional cost for completing the Works shall be 30 percent.
[50.1]

Annexure - 1 - Price Escalation is Not applicable

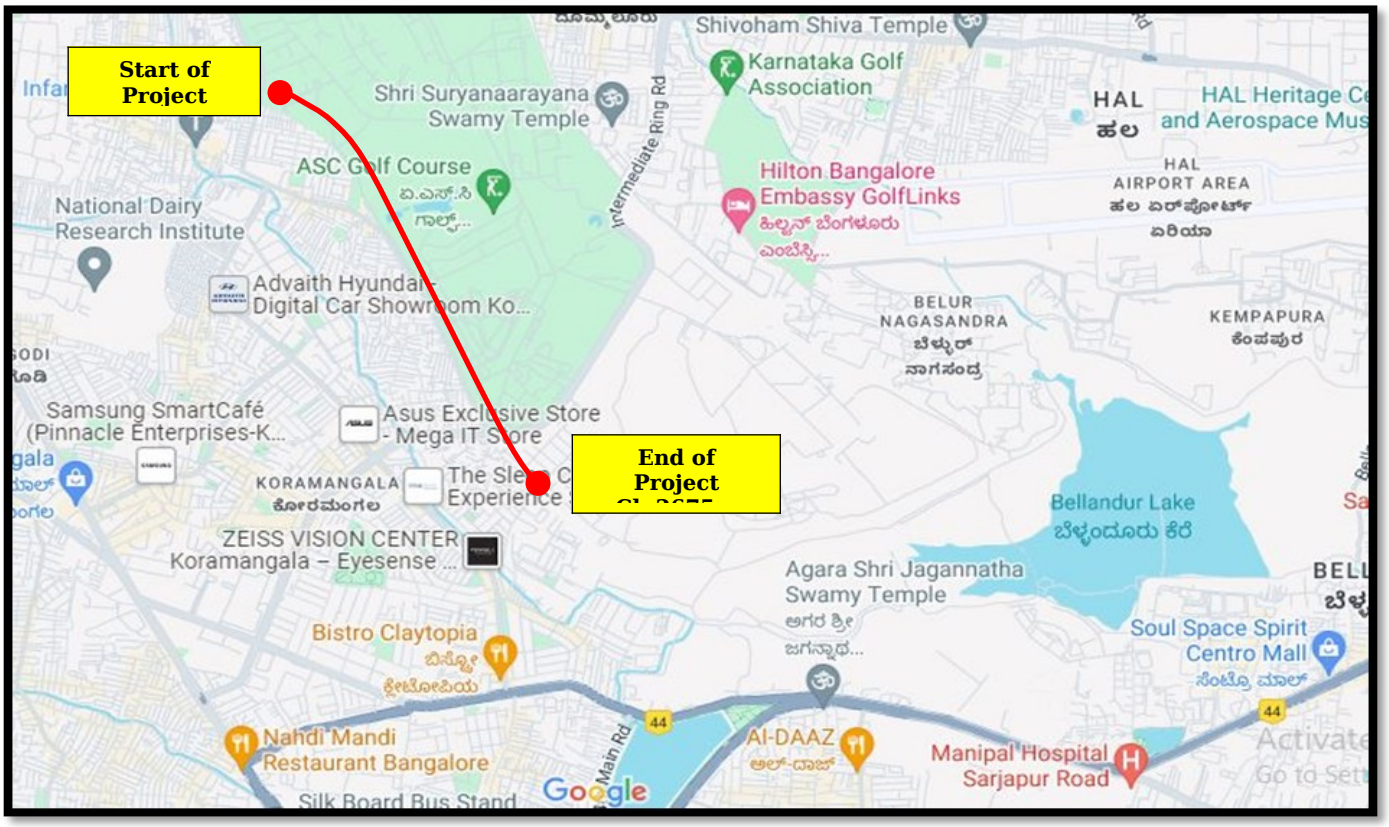
SECTION 7: SPECIFICATIONS

Technical specifications should be followed as per Ministry of Road Transport & Highways (MORT&H) Fifth Revision of the latest version

SECTION 8: DRAWINGS

drawing for location and chainage Reference No: SSP/DWG/PRJ/005
from CH:0+000 to CH: 2+675
And
Compound Wall drawing No. SSP/DWG/PRJ/008

Location Map



SECTION – 9: BILL OF QUANTITIES

Sl. No.	Description of Items as per SOR or as approved in Data sheet	Unit	Quantity	Unit Rate	Amount
1	Removal of telephone / Electric poles including excavation and dismantling of foundation concrete and lines under the supervision of concerned department, disposal with all lifts and lead and stacking the serviceable and unserviceable material separately	No.s	60		
2	Cutting of Trees, excluding removal of stumps and roots of trees Girth from 300mm to 600mm	each	11		
3	Cutting of Trees, excluding removal of stumps and roots of trees Girth from 600mm to 900mm	each	4		
4	Cutting of Trees, excluding removal of stumps and roots of trees Girth from 900mm to 1800mm	each	3		
5	Cutting of Trees, excluding removal of stumps and roots of trees Girth above 1800mm	each	3		
6	Removal of stumps and roots including backfilling with suitable material to required compaction Girth from 300mm to 600mm	each	11		
7	Removal of stumps and roots including backfilling with suitable material to required compaction Girth from 600 mm to 900 mm	each	4		
8	Removal of stumps and roots including backfilling with suitable material to required compaction Girth from 900mm to 1800mm	each	3		
9	Removal of stumps and roots including backfilling with suitable material to required compaction Girth above 1800mm	each	3		
10	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead Cement Concrete Grade M-15 & M-20	M^3	10.8		
11	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead Cement Concrete Grade M-15 & M-20 Dismantling Stone Masonry /Brick / Tile work / rubble masonry / pitching / etc by mechanical means	M^3	10.8		
12	Dismantling kerb stone by manual means and disposal of dismantled material with all lifts and lead	m	875		

Sl. No.	Description of Items as per SOR or as approved in Data sheet	Unit	Quantity	Unit Rate	Amount
13	Dismantling of barbed wire fencing/ wire mesh fencing including posts, foundation concrete, back filling of pit by manual means including disposal of dismantled material with all lifts and lead, stacking serviceable material and unserviceable material separately.	m	650		
14	Removal of Unserviceable Soil with Disposal upto a suitable distance as directed by the Engineer incharge of work	M^2	142.9925		
15	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, including removal and disposal of top organic soil not exceeding 150 mm in thickness.by Mechanical means in area of Light Jungle	100 M^2	19.725		
16	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, including removal and disposal of top organic soil not exceeding 150 mm in thickness.by Mechanical means in area of Throny Jungle	100 M^2	6.575		
17	Earth work excavation for Foundation by mechanical means for all works & depth upto 3 m, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenaces required to complete the work In all kinds of soils Depth upto 3 m	M^3	4509.744		
18	Providing and laying in position plain cement concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing, and all the other appurtenances required to complete the work as per technical specifications.iNCLUDING FORMWORK (The cost of steel reinforcement shall be paid separately) Mix Mix 1:2:4 Using 20 mm nominal size graded crushed coarse aggregates (for Footpath slope/open spaces/PCC)	M^3	553		

Sl. No.	Description of Items as per SOR or as approved in Data sheet	Unit	Quantity	Unit Rate	Amount
19	Providing and laying in position Cement Concrete for all Foundation works.The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticizers laid in finished layers, well compacted using needle vibrators, including all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all the other appurtenances required to complete the work as per technical specifications.M30 Design Mix Using 20 mm nominal size graded crushed coarse aggregates	M^3	2668		
20	Supplying, fitting and placing TMT FE 550 / 550D Steel Reinforcement including cost of all materials, machinery, labour, cleaning, straightening, cutting, bending, hooking, laping/welding joints, tying with binding wire / soft annealed steel wire and other ancilary operations complete as per drawing and technical specification h. All other type of structure	T	213		
21	Providing Coursed rubble masonry (first sort) with hard stone in foundation and plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	M^3	352		
22	Providing Coursed rubble masonry (second sort) with hard stone in foundation and plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	m^3	1692		
23	Providing Cement mortar 1:6 (1 cement : 6 fine sand) including cost of all materials, labour and usage charges of machinery complete as per the direction of engineer incharge of work.	m^3	613		
24	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations and other similar works etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	m^3	3700		
25	Providing and fixing M.S. angle 50x50x5 mm to act as nosing with lugs of M.S. flat 10x5 mm, 10 cm long, forked at end 60cm apart (minimum three lugs to be provided), including necessary welding and applying a priming coat of approved primer on exposed surface etc. complete.	m	8723		
26	Fencing with G.I. barbed wire R.C.C. post placed at required distance, embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post one side only, provided with horizontal lines and two diagonals of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples on wooden plugs or G.I. binding wire tied to 6 mm bar nibs fixed while casting the post (cost of R.C.C. posts, struts, earth work and concrete to be paid for separately) :- Payment to be made per metre cost of total length of barbed wire used.100x100	m	13160		

Sl. No.	Description of Items as per SOR or as approved in Data sheet	Unit	Quantity	Unit Rate	Amount
	mm grid including edge trim covered with oncrete. This metal deck will be supported on structural steel beam with shear studs. (Structural steel like Beam, column, joists etc. & concrete of different grade as per design will be paid eparately).				
27	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 m openable length (total length 90 m), having 50 nos rounds per 6 m length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including ecessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/mm2 with tape (0.52 mm thick) and weight 43.478 g/m (cost of M.S. angle, C.C. blocks shall be paid separately)	m	2632		
28	Providing and fixing Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in- Charge.	KG	600		
29	Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :New work (two coats) including a coat of approved steel primer but excluding a coat of mordant solution including preparing the surface after thorougly cleaning oil, grease, dirt and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	m^2	30		
30	Cost of Loading including unloading and Haulage of precast pannels materials from casting yard to site limit of 30km radial distance.	m^3	1354		

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITTClause 24.1(a)].

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)].

SECTION - 10

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Executive Engineer,
Road Infrastructure – White topping Division,
Room No. 106, 1st Floor,
Annexe Building – 3, N.R. Square,
Bengaluru – 560002.
Email: bbmpeeriwhitetopping@gmail.com.

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Address: Signature and seal of the guarantor
Date:

FORMAT OF BANK GUARANTEE / E GUARANTEE FOR EMD

To:

The Executive Engineer,
Road Infrastructure – White topping Division,
Room No. 106, 1st Floor,
Annexe Building – 3, N.R. Square,
Bengaluru – 560002,
Email: bbmpeeriwhitetopping@gmail.com.

Firtst Party : Bank

Second party : Contractor

In the standard format of Respective Bank mentioning the validity period as per tender clause.